

**CONSTITUTION**  
**MIAMI VIEW GOLF CLUB, INC.**  
**Revised Edition**

**AS ACCEPTED BY THE MEMBERSHIP JUNE 16, 1960 WITH AMENDMENTS  
THROUGH JANUARY 2026**

AS ACCEPTABLE IN STANDARD USAGE, ALL REFERENCES IN THE CONSTITUTION TO HE, HIM AND HIS ARE CONSTRUED TO MEAN HE/SHE, HIM/HER AND HIS/HER. ALL REFERENCES TO SPOUSE SHALL INCLUDE SIGNIFICANT OTHER, AS DEFINED IN ARTICLE II, MEMBERSHIP SECTION 1 OF THE CONSTITUTION.

**ARTICLE I NAME AND PURPOSE SECTION 1**

The name of the corporation is Miami View Golf Club, Inc.

The purpose or purposes for which said corporation is formed are:

To develop and maintain a golf course exclusively for pleasure, recreation and good fellowship for the community.

To hold legal title to property, real, personal or mixed for the purpose of making said property available for said use.

To do any and all things necessary or incident thereto.

The corporation shall be operated in a purely non-profit capacity. All financial activities shall be related to the payment of maintenance and securing of the corporation's property, and for the welfare of the membership.

**ARTICLE II MEMBERSHIP SECTION 1**

The membership of the Miami View Golf Club, Inc., shall be open to every person whose application for membership shall be accepted and who shall otherwise comply with the provisions and qualifications set out in this Constitution. All applications must be approved by the Board of Directors. No person shall be eligible to join the Miami View Golf Club, Inc., until he/she shall have paid for a membership certificate at its then current purchase price, and any initiation fee determined or fees required by the Board of Directors. Current purchase price of the membership certificate shall not be increased or decreased except by the membership at a special meeting and approved by fifty-one (51) percent of the total members in good standing and eligible to vote.

Submission of a membership application to Miami View Golf Club, Inc. may require a deposit, the details of which—including amount and applicable terms—are listed in the current Miami View Fee Schedule. Applicants acknowledge and agree that the deposit is governed by the provisions outlined in that schedule. All deposits are handled in accordance with club policies and procedures, subject to Board of Directors review and approval. It is the responsibility of each applicant to carefully review the Fee Schedule prior to submitting their application to ensure full understanding of all financial terms and conditions. The Fee Schedule shall be reviewed periodically (recommended annually) and determined by the Board of Directors. Any interest earned on said monies shall be periodically transferred to the regular

operating account of the club and used for regular normal operations. The principal monies in the escrow account (applicant's deposits) cannot be used for operation of the club nor pledged as collateral on any indebtedness.

Each member shall deposit his/her certificate of membership with the Secretary, duly endorsed, for transfer in blank as security of payment of all demands and indebtedness to the Club and for transfer back to the Miami View Golf Club, Inc., of said certificate, at its purchased price less any indebtedness. All membership certificates are non-transferable unless so ordered by a court of competent jurisdiction and must be returned to the club. Actual certificates are not issued. Withdrawal from the Club may be accomplished in writing to the Secretary or email from a registered email address on the Miami View Golf Club website to the Secretary.

Resignation of members shall be given in writing or email (email must be registered on the Miami View Golf Club Website) to the Operations Administrator and acted upon by the Board of Directors at their next regular Board meeting. If a resignation is tendered before January 1 of any dues year, all membership rights are forfeited and the resigning member shall not be liable for any dues or assessments for that year.

If a resignation is tendered on or after January 1 of any dues year, but before June 1 of any dues year, the member shall forfeit all voting privileges and be liable for dues and assessments equal to one-half of the dues and assessments for that year. If resignation is tendered on or after June 1 of any dues year, the member shall forfeit all voting privileges and be liable for dues and assessments for that entire year. In either event, said resigning member shall be entitled to use of the clubhouse and course privileges until his membership certificate has been transferred, but no longer than July 1 for those resigning prior to June 1 and no longer than December 31 for those resigning on or after June 1.

The Board of Directors may expel or suspend any member upon due cause other than that provided in Article III, Dues section 2, by an affirmative vote of nine (9) members. However, no member shall be expelled or suspended under this section until he/ she has been given proper written notice by a certified letter from the Secretary mailed to his/her last known address, to appear before the Board at its next regularly stated or special meeting, and given the opportunity to appear in his/her behalf. Due cause under this section shall be interpreted as, but not limited to, conduct injurious to the character and best interests of the Club, or violations of the Constitution or established rules.

Any member expelled under this Section by the Board of Directors shall forfeit all membership rights and privileges immediately. Any member suspended under this Section by the Board of Directors shall forfeit all membership rights and privileges until his suspension terminates.

Any regular member in good standing owning a membership certificate of the Club may vote for all purposes, but may cast not more than one vote. No member shall be permitted to vote by proxy. An absentee ballot may be cast by a member entitled to vote under such rules and regulations as the Board of Directors may prescribe.

Regular membership shall consist of a certificate owning, dues-paying individual in good standing over 21 years of age. The spouse, or Significant Other, of a regular member, together with children under the

age of 25 residing in the regular member's household, may enjoy the privileges of the Club, subject to rules and regulations as may be adopted by the Board of Directors. Children of Regular Members who serve Active Military Duty in the U.S. Armed Forces may enjoy 1 additional year of Club privileges for every year of Active Military Duty, up to the age of 25. This child must present a certificate of U.S. Active Military Duty service to the Club Secretary, who will review the Certificate, and notify the Member as to the child's remaining eligible age to play as the child of a member.

A Significant Other is defined as a companion or domestic partner, who resides with a current member and has a continuing, established domestic relationship with that member. The member may designate in writing to the board on or before January 1st only one (1) Significant Other for one (1) year, and expiring at the end of each year or until the Significant Other no longer resides with the member, whichever first occurs. The member agrees to be financially responsible for any charges incurred by the Significant Other. The Significant Other has the same privileges as a spouse, including playing privileges for children of the Significant Other who are under the age of 25 and who live in the member's household. All assessments and fees are the same as current golfing couples. A Significant Other shall have no vote at any annual or special meeting of the members, and is not entitled to hold any office or be elected to or serve on the Board of Directors. Privileges and restrictions applicable to spouses within club guidelines and by-laws are also applicable to Significant Others.

A Junior Membership shall be under 35 years of age, with no voting privileges, and subject to the regulations, rules and dues provided by the Board of Directors. Junior members pay 67% of Regular dues and assessments. The spouse of a Junior Member, together with children under the age of 25 residing in the Junior member's household, may enjoy the privileges of the club.

Social memberships are available to Regular members in good standing. Social membership acceptance will be based upon current policy of acceptance with weighted preferences given to long-term membership. The procedure used to calculate priority for a social opening will be as follows: Tenure at Miami View as a Regular member will get a weight of .75 and the age of the member will get .25. For example,

21 years of Regular membership and an age of 62 = 31.25; 25 years of Regular membership and an age of 75 = 37.50. This will be a rolling list as the member with the highest number getting the preference. This is to reward tenure and not just to get on a list. Current Social wait list members will be grandfathered to the first of line, but if they decline they will be informed that they go under the new policy. Widow, widower, charter and tenured members in good standing are also eligible for social membership. Social membership is also available to new membership applicants. These applicants would pay 50% of the current initiation amount of regular membership. Social members are restricted to sixteen 18-hole rounds of golf or thirty-two 9-hole rounds of golf. All clubhouse privileges are kept and forty percent of current dues are charged. These rounds and privileges may also be used by the member's spouse. Total Social memberships are unlimited, provided that the Regular membership opening is replaced with a new member from the wait list. Social members do not accrue toward the Equivalent Members list. Social members cannot vote; play for Social members will begin after 11AM on weekends and holidays. Social members at the time of the 2016 Annual meeting are grandfathered and can play before 9 AM on weekends and after 11 AM on weekend and holidays. With Board approval, tenured members are able to move to social membership without the need for a replacement of a regular opening from the wait list. A

social member requesting a return to regular membership will be viewed as a member of the preferred wait list, behind all Junior Members and current preferred members on the wait list. No initiation fees or reinstatement fees are required.

Regular membership may be reinstated by paying the current initiation fee or by paying the one-time ReInitiation Discount Fee (see Membership Waiting List, Section 4, paragraph 2) and being placed at the top of the "Preferred Wait List" in order (behind any Junior Member waiting for an opening).

Charter Memberships are available to Charter members. Charter members are those members designated by an asterisk in the Roster Book. Beginning with the first half dues cycle of 2025, Charter members and Charter membership widows shall not pay dues or assessments as long as they remain at Miami View Golf Club, and will not count toward the club's TEM limit. Charter memberships shall not pay dues the first year because of relinquishing the \$1385 in certificates. After the first year, they shall pay 50% of current dues as long as they remain at Miami View Golf Club. Charter Membership widows will pay 25% of current dues as long as they remain at Miami View Golf Club. Charter Memberships will not pay assessments. Charter Memberships will have all Club Privileges except they can neither vote nor serve on the Board. This

Class of membership will terminate when the final Charter Member or Charter Widow member leaves Miami View Golf Club.

Tenured membership is a special class of members that is open to regular and social members. Eligibility is established based on the length of continuous regular membership. The regular or social member with the longest continuous regular membership shall be eligible to accept Tenured Membership provided that the regular membership is replaced with a new member from the waiting list. The Miami View Secretary will maintain the eligibility list. At no time shall the combination of Tenured Membership and Charter Membership exceed thirty-five. Tenured members shall pay two-thirds of Regular dues, and two-thirds of the Regular member fee for any assessments. Members who held Tenured status on or before Nov 1, 2024 are not required to pay assessments. Tenured members shall not be permitted to vote or serve on the Board of Directors. However, they will retain all other privileges of the club associated with regular membership. Widows/widowers of a tenured member may also elect to obtain a Widows/Widowers Tenured Membership by notifying the secretary within 90 days of the death of the Tenured Member or by December 1 of the year of death, whichever occurs later. The widow/widower shall pay one-third of regular dues as long as they remain at Miami View Golf Club. If a regular member is offered Tenured Membership and, for any reason declines, he/she shall maintain his/her position on the Tenured list and will be eligible the next time a Tenured Membership position becomes available. Outstanding certificates due Tenured members will be paid from the initiation of the new regular member.

Sportsman membership is a special class of members that allows full golf privileges. This membership class is limited to 25 (total), with members paying 75% of regular dues and assessments. Members in this class have no voting privileges. The Sportsman class is a transitional class for those between the ages of 35 through 44. Priority to filling this class is current Junior members reaching age 35. Movement to this class will fall under the limit of equivalent members. Current members of the Sportsman Class as of January 1, 2021 are grandfathered in this class with full golf privileges on weekdays; limited golf privileges weekend days and holidays after 12:00 PM.

## **LIMIT OF MEMBERS SECTION 2**

The number of regular members shall not exceed 350 members. Such membership can only be increased or decreased at a special meeting and only by approval of fifty-one (51) percent of the total members of the entire regular membership. On this issue, no vote by mail or proxy is permitted.

The total membership shall not exceed 395 equivalent members, except with Board Discretion. This discretion is limited to application in the following circumstances:

- When the child of an existing member reaches the age of 25, thus losing eligibility to play as the member's child, the prospect may be immediately admitted as a junior member with application and payment of required initiation fees.
- When an existing Junior or Sportsman member reaches the age limit of their current category of membership, the prospect may immediately transition to the category for which they are age-eligible with application and payment of required initiation fees.

If the 395 equivalent member limit is exceeded, additional members will not be admitted until equivalent member count falls below 395 again, except in cases as noted above. The Equivalent Member count is defined as the total amount of dues paid by all membership classes and not including dues paid by Social members. This total, when divided by the Regular member annual dues rate, may not equal more than 395 equivalent members. Once membership equals 395 members, transfer between membership classes may occur. Transfer requests between membership classes must be submitted by November 1 and April 1 of each year and, if approved will be effective January 1 and June 1 following submission. The process to prioritize transfer requests is based off longevity of membership.

## **DEATH OF A MEMBER SECTION 3**

Upon the death of a Regular Member, that member's spouse will be offered the option to assume the Regular Membership or elect Widow/Widower or Social membership status.

The spouse of the deceased member shall make this election within 90 days of the members' death, or December 1 of the year of the death, whichever occurs later. This offer constitutes application for membership and approval by the Board of Directors. If he/she assumes the Regular Membership, then he/she will be assessed an initiation fee equal to the former member's equity in the club and will thereafter pay full current dues and will have voting and all Regular Membership privilege.

This membership assumption is available only once per membership certificate and is not to be considered a transfer of membership as addressed elsewhere in this constitution.

Upon the election of the Widow/Widower Membership, the Membership shall be returned to the Club and processed in the same manner as a resigned Membership.

The Widow/Widower's Membership shall entitle said widow/widower and his/her children to enjoy the same privileges of the Club as the spouse and children of a regular member subject to the regulations and

rules as prescribed by the Board of Directors. Widow/Widower Membership dues shall be two-thirds of the Regular Membership dues, without voting privileges and shall be exempt from future assessments.

#### **MEMBERSHIP WAITING LIST SECTION 4**

The Board of Directors shall approve membership applications to fill vacancies. Application for membership, upon receipt, shall be placed in one of the following two classifications and listed in the order in which they are received:

Preferred - Junior members, Parents, spouses and children of any membership class and former regular members who were in good standing when they resigned for valid reasons other than joining another golf or country club within 75 miles of Miami View Golf Club. A member who has resigned from Miami View who qualifies for Preferred wait list status to rejoin, may apply in writing to the Board for re-initiation to the club for a re-initiation fee equal to 50% of the current year's initiation fee plus all assessments. Upon reaching 35 years of age, a Junior Member, in good standing, upon making application for regular membership, shall be offered the next available membership. Said Junior Member shall retain club privileges as a Junior Member until such time as a regular membership is available. Regular - All other applicants.

If there is a refusal of membership by preferred, regular or junior applicants upon notification of acceptance, they may then be given the opportunity to be moved to the end of the Wait List, at the discretion of the Board of Directors.

Membership vacancies shall be filled in a ratio of one applicant from the Preferred list to one applicant from the Regular list.

#### **LEAVE OF ABSENCE SECTION 5**

A member may apply for a Leave of Absence for a term of 6 months, or for one year, beginning the day the application is approved by the Board of Directors. A leave of 6 months may be extended an additional 6 months upon expiration. Leave of Absence may not be taken for a term longer than 12 months. Upon reaching one year of absence, the member must end the Leave of Absence or resign membership. Leave of Absence approval is at the discretion of the Board of Directors. Application for Leave of Absence must be submitted in writing or email from the address registered on the Miami View Golf Club website to the Operations Administrator. While on Leave of Absence, a member retains current class and seniority. The time of the leave of absence is not counted toward seniority/tenure. During the leave period, the member has no use of the facilities. Members on Leave of Absence do not count toward the Total Equivalent Member limit. Upon ending Leave of Absence, the member moves to the top of the Preferred Waitlist (behind any preceding members also returning from Leave of Absence), and awaits a membership opening before membership and access to facilities is restored. No initiation fees are required to return to membership.

#### **INITIATION FEES SECTION 6**

Initiation fees are required A) upon admission to membership at Miami View Golf Club, and B) when transitioning from one membership class into another that requires a higher initiation fee (e.g., from

Junior to Regular membership). Deposits received at time of application are applied to a new member's initiation fee upon acceptance of membership to Miami View Golf Club. Remaining initiation fees owed are payable in two installments, with 50% due at time of admission, and the remaining 50% due upon the member's one-year anniversary of admission. When transitioning classes, the initiation fee owed is equal to the current and published fee for the class to which the member is transitioning, minus any initiation fees already paid.

For each year of current, active, and continuous membership in good standing in a lesser membership category, members receive a 5% reduction to the initiation fee otherwise owed at time of transfer, up to a maximum reduction of 50%. This discount resets to 0% when the member transitions categories, takes Leave of Absence, or if membership is resigned.

- Example: John Doe joined as a Junior member, paying an initiation fee of \$1000. After 4 years of membership, he transitions to Sportsman membership which has a current initiation fee of \$5000. The initiation fee owed to move to Sportsman membership in this case is \$4000 (current Sportsman initiation fee of \$5000, minus the \$1000 in fees already paid), less 20% (4 years of accumulated membership at a discount of 5% per year, for a total discount of 20%), for a total owed fee of **\$3200** (plus tax).
- John Doe transitions to Sportsman membership, paying the owed fee of \$3200. After 10 years, he ages out of the Sportsman category and elects to move to Regular membership at a time when the current initiation fee for Regular membership is \$10,000. John again owes an initiation fee of \$10,000 (current Regular initiation fee), minus \$4200 in initiation fees he has already paid, leaving a difference of \$5800. As a Sportsman member for 10 years, he receives an additional 50% discount (5% per year) on this \$5800, for an owed balance of **\$2900** (plus tax).

### **ARTICLE III DUES SECTION 1**

Dues shall be an annual obligation, due and payable in two (2) installments on January 1, and June 1 of each year.

New members will be subject to full or part of the annual dues according to the rules of the Board of Directors.

Dues shall not be increased or decreased except at a meeting requiring approval of nine (9) members of the Board of Directors, subject to approval at a membership meeting, and such increase or decrease shall not exceed twenty (20) percent in any one year of the previous year's dues.

### **SECTION 2**

Pursuant to Article II, the Board of Directors may expel or suspend any member or any person to whom the privileges of the Club have been accorded, in the event such member or person has failed to pay his or her obligation within the time prescribed for payment.

Within five (5) days after dues are payable, and if not received by the Treasurer, a standard form notice and an email to email addresses registered on the Miami View Golf Club website, as approved by the Board, shall be sent by the Operations Administrator to all delinquents at their last known address and

said Secretary shall submit the names of said delinquents to the Member Chairperson as provided in Article IX, Section 4.

The standard form notice shall inform said delinquent that if obligations are not received within fifteen (15) days of original due date, he/she shall be assessed a ten percent (10%) penalty of the amount delinquent and be given an automatic thirty (30) day suspension of Club privileges.

If payment, including penalty, is not received by the twenty-fifth (25) day after the due date, said delinquent shall be directed by the Secretary to appear before the Board at its next official meeting. If said delinquent does not appear before the Board or does not present extenuating circumstances, the Board shall consider expulsion.

#### **ARTICLE IV BOARD OF DIRECTORS SECTION 1**

The management and control of the affairs of the Club shall be vested in a Board of Directors consisting of thirteen (13) members who shall be voted in the by the regular members during authorized elections. The Board of Directors may adopt such By-Laws, not contrary to the Constitution, as it deems fit and proper for the conduct of its duties and responsibilities.

#### **SECTION 2**

The Board of Directors shall meet once a month and the President or 5 Directors may call special Board meetings anytime. Seven (7) Directors shall be required for a quorum.

#### **SECTION 3**

Between regular membership meetings, the Board of Directors shall exercise full and complete control and authority over all the facilities, property and affairs of the Club and regular finances including maintenance and salaries.

The Board of Directors shall make and enforce rules and regulations for the government of the Club and its members; to fix and enforce penalties, to levy, enforce and collect such assessments as it may deem necessary for the best interest of the Club.

The Board of Directors can approve any new project that doesn't exceed 10 times the annual dues of a Regular member before taxes.

Any new project under this section shall be defined as one other than:

1. Salaries of regular and temporary employees.
2. Maintenance of Clubhouse and permanent buildings and Course.
3. Maintenance of Clubhouse equipment, Course equipment, including motor-driven carts.

4. 4. Maintenance of Course.
5. Repairs on Clubhouse and permanent buildings.
6. Repairs or replacements on Clubhouse equipment and Course equipment, including motor-driven carts.
7. Replacement of machinery and equipment with like equipment, used for and on the Clubhouse permanent buildings and Course. Under this section, proposals for any new projects may be submitted to the Board by regular members, subject to the provisions contained herein. Any new projects submitted to the general membership for approval, would require the method or plan for financing or payment.

#### **SECTION 4**

A Director may be removed from office for due cause by a vote of two-thirds (2/3) of the entire Board of Directors, subject to the approval of the regular membership at a special meeting.

#### **SECTION 5**

Directors and Officers. To the fullest extent not prohibited by applicable law, the Corporation shall indemnify each person against any and all costs and expenses actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding with respect to which such person is named by reason of being or at any time having been a Director or Officer of the Corporation. The Corporation may further indemnify any such person if it is determined on a case basis by the Board of Directors that indemnification is proper in the specific case.

#### **ARTICLE V ANNUAL MEETING AND ELECTION SECTION 1**

The Annual Meeting shall be held in October per BOD direction and venue availability. At this meeting candidates for the Board of Directors, Treasurer and Secretary shall be voted upon, and other business brought before the membership shall be acted upon.

The procedure for the nomination and the election of the Board of Directors, Treasurer and Secretary shall be as follows:

#### **SECTION 2**

The Nominating Committee shall consist of at least five (5) members in good standing, one of whom shall be appointed by the President from the Board of Directors subject to the Board of Directors' approval. The Nominating Committee will present two slates. One slate will be to replace the expiring Finance role on the Board. The other slate will be to replace the expiring Non-Finance roles on the Board. This appointee shall perform as the committee's chairman. Other selections to the Committee must be in accordance with Article IX, Section 13.

Nominations shall be completed by the fourth Tuesday in August. Due notice to the candidates shall be posted on the bulletin board, emailed to all members eligible to vote and to email addresses registered on the Miami View Golf Club website no later than the fourth Tuesday in September. The slate of candidates should consist of at least two nominations per vacancy. In order to be eligible for nomination, all candidates must be members in good standing and meet the restricting terms listed under Article VII, Section 1.

### SECTION 3

The order of business of the annual meeting shall be in accordance with Article X, section 1. A quorum shall consist of at least (20) percent of the Regular membership.

The President shall appoint a committee of three (3) members in good standing to act as judges and inspectors of the election.

The Nominating Committee's slate of candidates shall be presented and read to the membership after which the President shall call for nominations from the floor. Voting shall be by secret ballot. The polls will remain open for one hour after the close of nomination from the floor. The President has the option to close the polls prior to one hour as long as all members who choose to vote have the opportunity to do so.

A quorum for the regular or special meeting shall consist of at least twenty (20) percent of Regular membership.

### SECTION 4

Within 30 days after the annual meeting an organizational meeting shall be held by the newly constituted Board of Directors to elect from its members a President and Vice-President for a one year term commencing January 1, following, providing however, that no member shall hold two offices. Newly elected members of the Board of Directors should attend meetings of the existing Board of Directors, but have no vote or voice in the proceedings.

### ARTICLE VI SPECIAL MEETINGS

Special meetings of the regular membership shall be called upon written notice submitted to the Secretary and containing the written individual signatures of a minimum of twenty (20) percent of the regular membership in good standing. The request shall also contain the purpose of the meeting.

The Secretary shall notify the President and the Board of Directors on or before five (5) days after receipt of said request. The Board of Directors shall call for the special meeting to be held no later than sixty (60) days after receiving the notice from the Secretary.

The Board of Directors may also call for a special meeting of the regular membership when required.

The Secretary shall notify each member **eligible to vote** by mail if a valid email address is not on the website and **email to addresses registered on the Miami View Golf Club website** thirty (30) days prior to the date of the meeting.

The notice shall set forth the purpose of the meeting, the date, time and place.

A quorum shall consist of at least twenty (20) percent of the Regular membership.

#### **ARTICLE VII OFFICERS SECTION 1**

The Board of Directors shall consist of thirteen (13) members; said total includes the Treasurer and Secretary who shall remain members of the Board. At each annual meeting, new members shall be elected to the Board for a term of three years for Non-Finance positions and four years for the Finance position. The term of each Director, Treasurer and Secretary shall commence the first day of January following the annual meeting wherein he/she was elected.

No member of the Board of Directors, except the Secretary and Treasurer, shall be eligible for re-election to the Board until one full year after expiration of their term, except and subject to the provision herein for filling a vacancy.

The members so elected as President and/or Vice-President shall be eligible for re-election to each office, during the three (3) year term of office as a Director of the Board.

If any vacancy shall occur in the Board of Directors, Treasurer or Secretary, the Board of Directors shall elect, by a two-thirds (2/3) majority of those members of the Board attending the meeting, a Director, Treasurer or Secretary to serve for the unexpired term of office.

Under this provision, the member elected to fill a vacancy shall be eligible for reelection to the Board of Directors to serve for a period of three (3) years. Where the unexpired term is greater than one year, said member shall not be eligible for re-election to the Board until one full year after expiration of said term, except for Secretary and Treasurer.

#### **ARTICLE VIII DUTIES OF OFFICERS SECTION 1**

President shall preside at all official meetings of the Club and Board of Directors and shall have the duties incident to such office and such other duties as may be required of him/her by the Club, and shall appoint chairperson for all committees within thirty (30) days after his/her election as President. He/She shall be an ex-officio member of all committees, except the Nominating Committee.

#### **SECTION 2**

The Vice President shall perform all the duties of the President in the latter's absence or disability. If neither President nor Vice-President are present at any meeting, a chairperson shall be chosen by vote of present Directors.

#### **SECTION 3**

The Secretary shall keep the records of the meetings of the Club and the Board of Directors, the corporate seal of the Club and the list of members, and shall perform such other duties as may, from time to time, be fixed by the Directors. He/She shall mail if a valid email address is not on the website and email to addresses registered on the Miami View Golf Club website notices of all meetings of the Club and of the Board to members thereof, as provided by the Constitution and shall conduct all correspondence except that pertaining to the office of Treasurer. The Secretary shall be custodian of all papers, records, etc., with the exception of insurance papers.

#### **SECTION 4**

The Treasurer shall have custody of all monies received by the Club from any source whatsoever, and shall disburse the same under the direction of and by the order of the Board of Directors. He/she shall keep the books of the club, accurate accounts of all receipts and disbursements and shall make full reports thereon at each regular meeting of the Board of Directors. He/she shall annually make a full written report of the condition of the club's finances including a Profit and Loss Statement to the Board of Directors and the general membership. The Treasurer shall deposit all funds belonging to the club in such depositories as may be designated by the Board of Directors. All checks issued by the Treasurer shall be countersigned by one of the following officers: President, Vice President, Secretary or by a service organization (i.e.: Public Accountant) as the Board of Directors from time-to-time designates. The Treasurer shall be exempt from the regular annual dues.

#### **ARTICLE IX COMMITTEES HOUSE COMMITTEE SECTION 1**

The House Committee shall have charge and control of the Clubhouse, its contents and the employees connected with the Clubhouse and the grounds around same, except golf-playing area.

#### **GREEN COMMITTEE SECTION 2**

The Green Committee shall have charge and control of grounds and all Club property and employees who are not placed in charge of the House Committee.

#### **GOLF COMMITTEE SECTION 3**

Golf Committee shall have charge of and supervise all golf and athletic activities. They shall interpret USGA regulations, establish local playing rules and govern all play, handicaps, guests and greens fees.

#### **MEMBERSHIP COMMITTEE SECTION 4**

The Membership Committee shall be responsible for maintaining the membership of the Club within the limits fixed by the Membership. They shall investigate all applications for membership and recommend to the Board of Directors. All proceedings by the committee shall be treated as strictly confidential. Upon notice from the Secretary of any members delinquent in dues, the Committee shall contact said member, advise them of their responsibility and make a reasonable effort to bring said member up-to-date.

#### **FINANCE COMMITTEE SECTION 5**

The Finance Committee shall assist in the preparation and review, and make analysis and recommendations concerning the financial condition and operation of the Club coordinating its activities with the duties of the Treasurer. In addition, the committee shall be responsible for the preparation of the annual budget for submission to the Board of Directors, as well as to direct and supervise the insurance program of the club. To prepare an insurance schedule showing types and amounts of all insurance carried and verifying with policies on hand.

To keep proper appraisals of Club values and confer with the House Committee and Green Committee on the advisability of increasing or decreasing coverage in light of information obtained from appraisals.

To be constantly alert to any change in insurance laws, policies, or prices that might affect the Club in any way, with the idea in mind that the committee will recommend to the Board appropriate changes in insurance carried to better protect the Club, both from a coverage and cost standpoint.

To recommend the proper amounts of insurance coverage to be carried and to place proper amounts of coverage with firms compatible with the best interests of the Club. To hold and have custody of all insurance policies.

#### **ENTERTAINMENT COMMITTEE SECTION 6**

The Entertainment Committee shall be responsible for the planning and conducting of all social activities of the Club except those covered by other committees.

#### **COMMUNICATIONS/INFORMATION COMMITTEE SECTION 7**

The Communications and Information Committee shall establish and maintain methods for communications among board members and for communicating specific board related information to the membership and for obtaining input from individual members or the membership at large. The committee will publish general interest information pertaining to the activities of the club and the membership.

#### **AUDITING COMMITTEE SECTION 8**

The Auditing Committee shall meet with the Treasurer in June and December to audit and certify the accuracy of the Club's financial affairs and standing, and report at the annual membership meeting. The Auditing Committee may undertake any special audits of current assets at their discretion. Final yearly audits shall be made available to all members and a copy posted on the Clubhouse bulletin board after the regular membership meeting in October.

#### **TOURNAMENT COMMITTEE SECTION 9**

The Tournament Committee shall be responsible for the planning and conducting of all tournament play except those covered by other committees for special events.

#### **FUTURE PLANNING COMMITTEE SECTION 10**

Planning Committee shall be responsible for long range overall plans for utilization of Club assets and properties. Recommendations regarding feasibility and priority of proposed projects will be submitted to the Board of Directors. It shall undertake such other planning projects as may be assigned by the Board of Directors. The Planning Committee shall have forwarded to them from the club manager, the grounds superintendent, and the golf professional any suggestions therefrom which may be of interest or value to the Club for future expansion or change.

#### **GRIEVANCES SECTION 11**

Any member wishing to express a specific concern or dissatisfaction should forward said concern, in writing, to any member of the Board of Directors. This information will be forwarded to the responsible committee chairperson for consideration and/or investigation and a response will be sent to the member.

#### **SPECIAL COMMITTEES SECTION 12**

The Board of Directors may, at any time, create, elect and abolish special committees with a Director as Chairperson thereof for such other duties, projects and activities of the Club as may be deemed advisable.

### **SECTION 13**

The chairperson of all committees shall select the membership of his/her committee subject to the approval of the Board of Directors. All committees shall consist of a Director (Chairperson) and at least four (4) members selected by the Chairperson from regular or tenured membership. The Chairperson shall have the power to remove any members from his/her committee for due cause.

All Committee Chairpersons shall be responsible for submitting yearly budgets to the Finance Committee.

### **SPECIAL CLUB GROUPS SECTION 15**

Any special groups organized within the Club, such as Women's Golf Committee, Card Committees and others; formed to stimulate membership activities for the best interest of the Club, may be organized with approval of the Board. Said Committees shall schedule their own events and activities annually, subject to the approval of the Board of Directors and submit all By-Laws and reports along with a financial statement to the Board annually. No commitments for expenditures for the Clubhouse or Course shall be made other than those specifically approved by the Board of Directors.

### **ADVISORY COMMITTEE SECTION 16**

The Advisory Committee shall consist of the last six (6) presidents, the last two (2) Green Committee Chairpersons, the last two (2) Clubhouse Chairpersons, plus one (1) member at large picked by the other committee members. Its duties are to advise the president and the Board of Directors as to the general operation of the Club and to insure the continuity of that operation, presently and as it applies to the future. No committee member may also be a current member of the Board of Directors.

### **ARTICLE X ORDER OF BUSINESS SECTION 1**

1. Elections.
2. Reading of minutes.
3. Treasurer's report.
4. Reports of standing Committees and Directors.
5. Reports from other officers.
6. General business, old, new and unfinished.
7. Election report.

### **RULES OF ORDER SECTION 2**

As prescribed in Roberts' Rules of Order (Revised), except as otherwise provided in this Constitution.

#### **ARTICLE XI AMENDMENT TO THE CONSTITUTION SECTION 1**

Proposed revisions or amendments shall be voted on at a special meeting called in accordance with Article VI. However, a two-thirds (2/3) affirmative vote of the members present shall be required to adopt, in part or in entirety, the proposed revisions or amendments except a change in the limits of members which shall be expressly governed by Article II, Section 2.

#### **INTERPRETATIONS**

The Board of Directors shall have the authority to decide questions arising under this Constitution requiring interpretation at any membership or Board meeting.

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